of delivery, and make it operative. Delivery is to a large extent, a question of intention. *Crain v. Wright,* 114 N. Y. 307. If the grantor intended to divest himself of the title the delivery is good. *Miller v. Lullman,* 81 Mo. 311. But delivery of a deed to be valid must be such as deprives the grantor of all control of the instrument. *Porter v. Woodhouse,* 59 Conn. 568. Accordingly, it is generally held that regardless of intention, there is no delivery when a deed is given to a third party to deliver to the grantee unless called for by the grantor in the meantime. *Harman v. Harman,* 70 Fed. 894. Further, since delivery is the act of the grantor by which he expresses his intention to divest himself of title, it must be made during his life. *Richardson v. Woodstock Iron Co.,* 90 Ala. 266.

DEEDS—EXECUTION IN BLANK—INSERTIONS OF NAME AFTER DELIVERY. —EMSTEIN V. HOLLADAY-KLOTZ LAND AND LUMBER CO., 11 S. W. 859 (MO.).—*Held,* that the delivery of the deed with the name of the grantee left blank, with parol authority to the purchaser to fill in the blank, passes title to the land, even though the name of the subsequent grantee is inserted after delivery.

The general rule is that a deed for land is invalid when it is acknowledged and delivered without the name of the grantee appearing therein. *Whitaker v. Miller,* 83 Ill. 381. But the grantor may authorize some one by parol to fill in the grantee's name before delivery. *Cribben v. Deal,* 21 Or. 211; *Devlin on Deeds,* Sect. 456. And some jurisdictions require this authority to be in writing. *Upton v. Archer,* 41 Cal. 85. In either case when not inserted before delivery, the deed passes no interest. *Allen v. Withrow,* 110 U. S. 119. Analogous to the case at hand, one jurisdiction held, that if a party delivers a deed duly executed with parol authority to fill blanks, he is estopped from denying its validity against a subsequent purchaser for value without notice. *Ragsdale v. Robinson,* 48 Tex. 379.

DISCOVERY—PHYSICAL EXAMINATION—POWER OF COURT.—LARSON V. SALT LAKE CITY ET AL., 97 PAC. 483 (UTAH).—*Held,* that in the absence of a statute authorizing it, a court of law has no power to compel one suing for a personal injury to submit to a physical examination by a physician appointed by the court.

The decisions are not uniform, but there is a weight of authority in favor of the power of the trial courts to issue such an order, under proper restrictions. *Graves v. Battle Creek,* 95 Mich. 266; *Miami & Montgomery Turnpike Co. v. Baily,* 37 Ohio St. 104. Some of the foremost tribunals in this country, however, including the Supreme Court of the United States, have held that the court has no such inherent power, and in the absence of statutes cannot compel a physical examination. *Camden & Suburban R. Co. v. Stetson,* 177 U. S. 172; *McQuigan v. D., L. & W. R. Co.,* 129 N. Y. 50; *Stack v. N. Y., N. H. & H. R. Co.,* 177 Mass. 155. Even where the power is asserted, no one has an absolute right to have it exercised, but it lies in the discretion of the court. *O'Brien v. La Crosse,* 99 Wis. 421. Statutes now exist in several of the states, conferring this power upon the trial courts. *McGovern v. Hope,* 63 N. J. L. 76; *Lyon v. Manhattan R. Co.,* 142 N. Y. 298.